

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**DEBORAH ROBERTS,** )  
                                )  
                                )  
**Plaintiff,**              )  
                                )  
                                )  
**v.**                            ) **CIVIL ACTION FILE NO.**  
                                ) **1:14-CV-01522-AT**  
                                )  
**GWINNETT COUNTY,**        )  
**GEORGIA,**                 )  
                                )  
**Defendant.**               )

**ORDER**

This matter is before the Court on the parties' Joint Motion to Approve Settlement Agreement and Dismiss Claims. For the reasons herein, the motion is **GRANTED**.

In her Complaint, Plaintiff alleges a claim against Defendant for unpaid wages pursuant to the Fair Labor Standard Act, 29 U.S.C. § 201, *et seq.*, ("FLSA"). The Court ordered the parties to engage in mediation in an attempt to resolve this case prior to trial, which the parties did on October 14, 2016 with Magistrate Walter E. Johnson. The parties have informed the Court that, after mediation with Magistrate Judge Johnson, they reached a settlement of this claim. Pursuant to *Lynn's Food Stores v. United States*, 679 F.2d 1350, 1352-53 (11th

Cir. 1982), however, the Court is required to review the parties' settlement agreement.

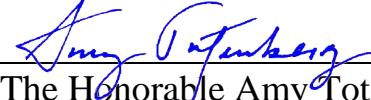
In conducting this review, a district court must "scrutiniz[e] the settlement for fairness," and determine whether the settlement is a "fair and reasonable resolution of a bona fide dispute over FLSA provisions." *Id.* at 352-53. A settlement entered into in an adversarial context where both sides are represented by counsel throughout the litigation "is more likely to reflect a reasonable compromise of disputed issues." *Id.* The district court may approve the settlement in order to promote the policy of encouraging settlement of litigation. *Id.* at 1354.

Here, the parties acknowledge there is a *bona fide* dispute regarding Plaintiff's claims. However, the parties represent that they have been able to reach a settlement agreement with respect to these claims, and the Plaintiff acknowledges that the amounts that are to be paid to her under the settlement agreement fairly and fully compensate her for all wages allegedly owed to her by the Defendant, as well as for her attorney's fees incurred in connection with her claims. In exchange for these payments, Plaintiff has agreed to a release of claims against the Defendant and to dismiss her Complaint for Damages and this civil action in its entirety with prejudice.

The Court has reviewed the settlement agreement executed by the parties

and, based on the contents therein and the representations of the parties, finds that the compromise reached is a fair and reasonable resolution of the dispute. Therefore, it is **ORDERED AND ADJUDGED** that the parties' Joint Motion to Approve Settlement Agreement and Dismiss Claims is **GRANTED**, that the Court **APPROVES** the settlement agreement between the parties, and **ORDERS** that Plaintiff's Complaint for Damages and this civil action in its entirety is hereby **DISMISSED WITH PREJUDICE**.

**SO ORDERED** this 25th day of October, 2016.



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The Honorable Amy Totenberg  
United States District Court Judge